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*Attorneys for Defendants Vijaya Gadde and Twitter, Inc.*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

DANIEL D'AMBLY; AARON  
WOLKIND; STEVE HARTLEY;  
RICHARD SCHWETZ; JOBEL  
BARBOSA; MATTHEW REIDINGER;  
JOHN HUGO; SEAN-MICHAEL DAVID  
SCOTT; THOMAS LOUDEN;  
ZACHARY REHL; AMANDA REHL;  
K.R., a minor by and through her father  
ZACHARY REHL and her mother  
AMANDA REHL; MARK ANTHONY  
TUCCI,

Plaintiffs

vs.

Civil Action No: 2:20-cv-12880-  
JMV-JSA

Hon. John Michael Vazquez,  
U.S.D.J.

**DECLARATION OF ARI  
HOLTZBLATT IN SUPPORT  
OF DEFENDANTS TWITTER,  
INC. AND VIJAYA GADDE'S  
MOTION TO DISMISS WITH  
PREJUDICE COUNTS VIII-XII  
OF PLAINTIFFS' FIRST  
AMENDED COMPLAINT AND  
CROSS-CLAIMS FILED BY  
CO-DEFENDANT COHEN,  
WEISS AND SIMON, LLP**

CHRISTIAN EXOO a/k/a ANTIFASH  
GORDON; ST. LAWRENCE  
UNIVERSITY; TRIBUNE PUBLISHING  
COMPANY, LLC; NEW YORK DAILY  
NEWS; VIJAYA GADDE; TWITTER,  
INC.; COHEN, WEISS AND SIMON  
LLP; UNNAMED ASSOCIATES 1-100,

Defendants.

I, Ari Holtzblatt, declare as follows:

1. I am an attorney duly licensed to practice in the District of Columbia, and I am counsel to Defendants Twitter, Inc. (“Twitter”) and Vijaya Gadde. On October 30, 2020, the Court entered a Consent Order granting my request to appear as counsel *pro hac vice* in the above-captioned matter. See ECF No. 23. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.
2. I submit this Declaration regarding the attached Exhibits, each one of which is incorporated into the First Amended Complaint by reference.
3. Exhibit A is a true and correct copy of the Twitter Terms of Service (“TOS”), which are incorporated into the First Amended Complaint by reference in paragraph 29. *See* FAC ¶ 29 (“Doxing is prohibited by Twitter’s Private Information Policy within their Terms of Service and Rules (“TOS”)”).

Exhibit A is publicly available and may be found at the following website:

<https://twitter.com/en/tos>.

4. Exhibit B is a true and correct copy of Twitter's Private Information Policy, which is also incorporated into the First Amended Complaint by reference in paragraph 29. *See* FAC ¶ 29 n.3 (citing policy and referring to it as part of Twitter's "Terms of Service and Rules"). Exhibit B is publicly available and may be found at the following website: <https://help.twitter.com/en/rules-and-policies/personal-information>.
5. Exhibit C is a true and correct copy of a Twitter document titled "Our range of enforcement options," which is incorporated into the First Amended Complaint by reference in paragraph 28. *See* FAC ¶ 28 n.2 (citing policy and referring to it as part of Twitter's rules). Exhibit C is a publicly available and may be found at the following website: <https://help.twitter.com/en/rules-and-policies/enforcement-options>.

I declare under penalty of perjury under the laws of the District of Columbia that the facts set forth above are true and correct. Executed this 22<sup>nd</sup> day of April 2021, at Washington, District of Columbia.



Ari Holtzblatt, Esq.  
WILMER CUTLER PICKERING HALE  
AND DORR LLP

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Washington, DC 20006  
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Email: [ari.holtzblatt@wilmerhale.com](mailto:ari.holtzblatt@wilmerhale.com)

# **EXHIBIT A**



# Twitter Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the Twitter User Agreement comprises these Terms of Service, our Privacy Policy (<https://twitter.com/privacy>), the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>), and all incorporated policies

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## Twitter Terms of Service

**If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States**

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>) (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>) (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

## 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

## 2. Privacy

Our Privacy Policy (<https://twitter.com/privacy>). (<https://www.twitter.com/privacy>. (<https://www.twitter.com/privacy>)) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can

be found in our Help Center (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) and <https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

Email: [copyright@twitter.com](mailto:copyright@twitter.com)

(for content on Twitter)

Twitter, Inc.

Attn: Copyright Agent - Periscope

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

(<https://help.twitter.com/forms/dmca>) Email: [copyright@pscp.tv](mailto:copyright@pscp.tv)

(for content on Periscope)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of



the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

## 4. Using the Services

Please review the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) (and, for Periscope, the Periscope Community Guidelines (<https://www.pscp.tv/content>)) at <https://www.pscp.tv/content> (<https://www.pscp.tv/content>)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also

remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>).

If you use developer features of the Services, including but not limited to [Twitter for Websites](https://developer.twitter.com/docs/twitter-for-websites/overview) (<https://developer.twitter.com/docs/twitter-for-websites/overview>) (<https://developer.twitter.com/docs/twitter-for-websites/overview>) (<https://developer.twitter.com/docs/twitter-for-websites/overview>)), [Twitter Cards](#)

(<https://developer.twitter.com/docs/tweets/optimize-with-cards/guides/getting-started>)  
 (<https://developer.twitter.com/docs/tweets/optimize-with-cards/guides/getting-started>  
 (<https://developer.twitter.com/docs/tweets/optimize-with-cards/guides/getting-started>)), [Public API](#)  
 (<https://developer.twitter.com/en/docs>)(<https://developer.twitter.com/en/docs>  
 (<https://developer.twitter.com/en/docs>)), or [Sign in with Twitter](#)  
 (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>)  
 (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>  
 (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>)), you agree to our  
[Developer Agreement](#) (<https://developer.twitter.com/en/developer-terms/agreement>)  
 (<https://developer.twitter.com/en/developer-terms/agreement>  
 (<https://developer.twitter.com/en/developer-terms/agreement>)) and [Developer Policy](#).  
 (<https://developer.twitter.com/en/developer-terms/policy>)  
 (<https://developer.twitter.com/en/developer-terms/policy>  
 (<https://developer.twitter.com/en/developer-terms/policy>)). If you want to reproduce, modify,  
 create derivative works, distribute, sell, transfer, publicly display, publicly perform,  
 transmit, or otherwise use the Services or Content on the Services, you must use the  
 interfaces and instructions we provide, except as permitted through the Twitter  
 Services, these Terms, or the terms provided on  
<https://developer.twitter.com/en/developer-terms> (<https://developer.twitter.com/en/developer-terms>  
<https://developer.twitter.com/en/developer-terms>). If you are a security researcher, you are required to comply with the rules of  
 the Twitter [Vulnerability Reporting Program](#) (<https://hackerone.com/twitter>)  
 (<https://hackerone.com/twitter> (<https://hackerone.com/twitter>)). The requirements set out in  
 the preceding paragraph may not apply to those participating in Twitter's Vulnerability  
 Reporting Program.

If you use advertising features of the Services, you must agree to our [Twitter Master Services Agreement](#) (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms>  
 (<https://ads.twitter.com/terms>)).

If you use Super Hearts, Coins, or Stars on Periscope, you must agree to our [Super Hearts Terms](#) (<https://legal.twitter.com/en/periscope/super/terms.html>)  
 (<https://legal.twitter.com/en/periscope/super/terms.html>  
 (<https://legal.twitter.com/en/periscope/super/terms.html>)).

## Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Ending These Terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account> (<https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220> (<https://help.pscp.tv/customer/portal/articles/2460220>)) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or [Periscope Community Guidelines](https://www.pscp.tv/content) (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for

us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI. If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.twitter.com/forms/general?subtopic=suspended) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Disclaimers and Limitations of Liability

### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to Twitter, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/en/tos) (<https://twitter.com/en/tos>), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.



If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you have any questions about these Terms, please contact [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

**Effective:** June 18, 2020

[Archive of Previous Terms](#)

## Twitter Terms of Service

### If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates> (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>)) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

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Our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>) (<https://www.twitter.com/privacy> (<https://www.twitter.com/privacy>)) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.



We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) and <https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

Email: [copyright@twitter.com](mailto:copyright@twitter.com)

(for content on Twitter)

Twitter, Inc.

Attn: Copyright Agent - Periscope

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca>

(<https://help.twitter.com/forms/dmca>) Email: [copyright@pscp.tv](mailto:copyright@pscp.tv)

(for content on Periscope)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

## 4. Using the Services

Please review the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) (and, for Periscope, the Periscope Community Guidelines (<https://www.pscp.tv/content>)) at <https://pscp.tv/content> (<https://www.pscp.tv/content>)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy (<https://twitter.com/privacy>).

If you use developer features of the Services, including but not limited to Twitter for Websites (<https://developer.twitter.com/docs/twitter-for-websites/overview>) (<https://developer.twitter.com/docs/twitter-for-websites/overview>), Twitter Cards (<https://developer.twitter.com/docs/tweets/optimize-with-cards/guides/getting-started>) (<https://developer.twitter.com/docs/tweets/optimize-with-cards/guides/getting-started>), Public API (<https://developer.twitter.com/en/docs>) (<https://developer.twitter.com/en/docs>), or Sign in with Twitter (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>) (<https://developer.twitter.com/docs/basics/authentication/guides/log-in-with-twitter>), you agree to our Developer Agreement (<https://developer.twitter.com/en/developer-terms/agreement>) (<https://developer.twitter.com/en/developer-terms/agreement>) and Developer Policy (<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on <https://developer.twitter.com/en/developer-terms> (<https://developer.twitter.com/en/developer-terms>). If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (<https://hackerone.com/twitter>) (<https://hackerone.com/twitter>). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our Twitter Master Services Agreement (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms>).

If you use Super Hearts, Coins, or Stars on Periscope, you agree to our Super Hearts Terms (<https://legal.twitter.com/en/periscope/super/terms.html>) (<https://legal.twitter.com/en/periscope/super/terms.html>) (<https://legal.twitter.com/en/periscope/super/terms.html>).

## Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Ending These Terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account> (<https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220> (<https://help.pscp.tv/customer/portal/articles/2460220>)) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or Periscope Community Guidelines (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Limitations of Liability

By using the Services you agree that Twitter, its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/tos) (<https://twitter.com/en/tos>), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter International Company (Co. number 503351, VAT number IE9803175Q), an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. If you have any questions about these Terms, please contact [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

**Effective:** June 18, 2020

[Archive of Previous Terms](#)

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[Cookies](https://help.twitter.com/rules-and-policies/twitter-cookies) (<https://help.twitter.com/rules-and-policies/twitter-cookies>)

[Privacy](https://twitter.com/privacy) (<https://twitter.com/privacy>)

[Terms and conditions](https://twitter.com/tos) (<https://twitter.com/tos>)



# **EXHIBIT B**





# Private information policy

## Overview

March 2019

**You may not publish or post other people's private information without their express authorization and permission. We also prohibit threatening to expose private information or incentivizing others to do so.**

Sharing someone's private information online without their permission, sometimes called doxxing, is a breach of their privacy and of the Twitter Rules

(<https://help.twitter.com/https://help.twitter.com/rules-and-policies/twitter-rules>). Sharing private information can pose serious safety and security risks for those affected and can lead to physical, emotional, and financial hardship.

Feedback

When reviewing reports under this policy, we consider a number of things, including:

### What type of information is being shared?

We consider this because certain types of private information carry higher risks than others, if they're shared without permission. Our primary aim is to protect individuals from coming to physical harm as a result of their information being shared, so we consider information like physical location to be a higher risk than other types of information.

### Who is sharing the information?

We also consider who is sharing the reported information and whether or not they have the consent of the person it belongs to. We do this because we know that there are times when people may want some forms of their personal information to be shared publicly. For example, sharing a personal phone number or email for professional networking or to coordinate social events or publicly sharing someone's home addresses to seek help after a natural disaster.

### Is the information available elsewhere online?

If the reported information was shared somewhere else before it was shared on Twitter, e.g., someone sharing their personal phone number on their own publicly accessible website, we may not treat this information as private, as the owner has made it publicly available. Note: we may take action against home addresses being shared, even if they are publicly available, due to the potential for physical harm.

## Why is the information being shared?

We also factor in the intent of the person sharing the information. For example, if we believe that someone is sharing information with an abusive intent, or to harass or encourage others to harass another person, we will take action. On the other hand, if someone is sharing information in an effort to help someone involved in a crisis situation like in the aftermath of a violent event, we may not take action.

## What is in violation of this policy?

Under this policy, you can't share the following types of private information, without the permission of the person who it belongs to:

- home address or physical location information, including street addresses, GPS coordinates or other identifying information related to locations that are considered private;
- identity documents, including government-issued IDs and social security or other national identity numbers – note: we may make limited exceptions in regions where this information is not considered to be private;
- contact information, including non-public personal phone numbers or email addresses;
- financial account information, including bank account and credit card details; and
- other private information, including biometric data or medical records.

The following behaviors are also not permitted:

- threatening to publicly expose someone's private information;
- sharing information that would enable individuals to hack or gain access to someone's private information without their consent, e.g., sharing sign-in credentials for online banking services;
- asking for or offering a bounty or financial reward in exchange for posting someone's private information;
- asking for a bounty or financial reward in exchange for not posting someone's private information, sometimes referred to as blackmail.

## What is not a violation of this policy?

Feedback

The following are not in violation of this policy:

- people sharing their own private information;
- sharing information that is publicly available elsewhere, in a non-abusive manner; and
- sharing information that we don't consider to be private, including:
  - name;
  - birthdate or age;
  - place of education or employment;
  - location information related to commercial property or places of business, where this information is publicly available;
  - descriptions of physical appearance;
  - gossip, rumours, accusations, and allegations; and
  - screenshots of text messages or messages from other platforms (unless they contain private information e.g., phone number).

Feedback

## Who can report violations of this policy?

Anyone can report private information that has been shared in a clearly abusive way (whether they have a Twitter account or not). In cases where the information hasn't been shared with a clearly abusive intent, we need to hear directly from the owner of this information (or an authorized representative, such as a lawyer) before taking enforcement action.

## How can I report violations of this policy?

### In-app

You can report this content for review in-app as follows:

1. Select **Report Tweet** from the ⋮ icon.
2. Select **It's abusive or harmful**.
3. Select **Includes private information**.
4. Select the type of information that you're reporting.
5. Select the relevant option depending on who owns the information you are reporting.

6. Select up to 5 Tweets to report for review.
7. Submit your report.

## Desktop

You can report this content for review via desktop as follows:

1. Select **Report Tweet** from the ⋮ icon.
2. Select **It's abusive or harmful**.
3. Select **Includes private information**.
4. Select the type of information that you're reporting.
5. Select the relevant option depending on who owns the information you are reporting.
6. Select up to 5 Tweets to report for review.
7. Submit your report.

You can also report this content for review via our private information report form (<https://help.twitter.com/forms/private-information>), by selecting the type of private information that you want to report.

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## What happens if you violate this policy?

The consequences for violating our private information policy depends on the severity of the violation and the accounts' previous history of violations.

The first time you violate this policy, we will require you to remove this content. We will also temporarily lock you out of your account before you can Tweet again. If you violate this policy again after your first warning, your account will be permanently suspended. If you believe that your account was suspended in error, you can submit an appeal (<https://help.twitter.com/forms/general?subtopic=suspended>).

## Additional resources

Learn more about our range of enforcement options (<https://help.twitter.com/rules-and-policies/enforcement-options>) and our approach to policy development and enforcement

(<https://help.twitter.com/https://help.twitter.com/rules-and-policies/enforcement-philosophy>).

The distribution of other types of content without the consent of the owner may be actionable under our distribution of hacked material policy.

**Was this article helpful?**\*



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# **EXHIBIT C**



## Our range of enforcement options

When we take enforcement actions, we may do so either on a specific piece of content (e.g., an individual Tweet or Direct Message) or on an account. We may employ a combination of these options. In some instances, this is because the behavior violates the Twitter Rules (<https://help.twitter.com/rules-and-policies/twitter-rules>). Other times, it may be in response to a valid and properly scoped request from an authorized entity in a given country. Below are some of the enforcement actions that we may take.

### Tweet-level enforcement

We take action at the Tweet level to ensure that we are not being overly harsh with an otherwise healthy account that made a mistake and violated our rules. A few of the ways in which we might take action at the Tweet level include:

**Labeling a Tweet that may contain disputed or misleading information:** Our current misleading information policies cover: synthetic and manipulated media (<https://help.twitter.com/rules-and-policies/manipulated-media>), COVID-19 ([https://help.twitter.com/blog.twitter.com/en\\_us/topics/company/2020/covid-19.html#protecting](https://help.twitter.com/blog.twitter.com/en_us/topics/company/2020/covid-19.html#protecting)), and civic integrity (<https://help.twitter.com/rules-and-policies/election-integrity-policy>). If we determine a Tweet contains misleading or disputed information per our policies that could lead to harm, we may add a label (<https://help.twitter.com/rules-and-policies/notices-on-twitter>) to the content to provide context and additional information.

**Limiting Tweet visibility:** This makes content less visible on Twitter, in search results, replies, and on timelines. Limiting Tweet visibility depends on a number of signals about the nature of the interaction and the quality of the content.

**Requiring Tweet removal:** When we determine that a Tweet violated the Twitter Rules, we require the violator to remove it before they can Tweet again. We send an email notification to the violator identifying the Tweet(s) in violation and which policies have been violated.

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They will then need to go through the process of removing the violating Tweet or appealing our review if they believe we made an error.

Hiding a violating Tweet while awaiting its removal: In the interim period between when Twitter takes enforcement action and the person removes the Tweet, we hide that Tweet from public view and will replace the original content with a notice stating that the Tweet is no longer available because it violated our Rules. Additionally, this notice will be available for 14 days after Tweet removed.

Where this notice **is** available:

- The details page of the Tweet in violation on Twitter for iOS and Android, and twitter.com.
- The profile page of the account in violation on Twitter for iOS and Android, and twitter.com.

Where this notice **is not** available:

- Areas outside of profiles and Tweet details pages, such as Home timeline, notifications, and search of any Twitter client.

Notice of public interest exception: In rare cases, we may determine that it is in the public interest for a Tweet that would otherwise be in violation of our rules to remain accessible on our service. Learn more (<https://help.twitter.com/rules-and-policies/public-interest>) about the public interest exception.

When we make such an exception, we'll place the Tweet behind a notice explaining the exception and giving you the option to view the Tweet if you wish.

When applying the notice, we'll also take the following actions to reduce the Tweet's visibility on our service:

- We'll turn off engagements like replies, Retweets, and likes. If you want to talk about it, you can still Quote Tweet.
- We won't show any engagement counts on the Tweet (e.g. number of likes, replies), but any prior engagements can be undone (e.g. unliked, Retweets undone).
- Any previous replies will not be viewable within the Tweet details.

Additionally, in order to minimize potential harm, Tweets that are placed behind the notice will not be available in the following areas of Twitter:

- Tweets in the "Top Tweets" Home timeline

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- Safe search
- Recommendations via push and Notifications tab
- Email and text recommendations
- Live event timeline
- Explore tab

## Direct Message-level enforcement

Stopping conversations between a reported violator and the reporter's account: In a private Direct Message conversation, when a participant reports the other person, we will stop the violator from sending messages to the person who reported them. The conversation will also be removed from the reporter's inbox. However, if the reporter decides to continue to send Direct Messages to the violator, the conversation will resume.

Placing a Direct Message behind a notice: In a group Direct Message conversation, the violating Direct Message may be placed behind a notice to ensure no one else in the group can see it again.

## Account-level enforcement

We take action at the account level if we determine that a person has violated the Twitter Rules in a particularly egregious way, or has repeatedly violated them even after receiving notifications from us.

Requiring media or profile edits: If an account's profile or media content is not compliant with our policies, we may make it temporarily unavailable and require that the violator edit the media or information in their profile to come into compliance. We also explain which policy their profile or media content has violated.

Placing an account in read-only mode: If it seems like an otherwise healthy account is in the middle of an abusive episode, we might temporarily make their account read-only, limiting their ability to Tweet, Retweet, or Like content until calmer heads prevail. The person can read their timelines and will only be able to send Direct Messages to their followers.

When an account is in read-only mode, others will still be able to see and engage with the account. The duration of this enforcement action can range from 12 hours to 7 days, depending on the nature of the violation.

Verifying account ownership: To ensure that violators do not abuse the anonymity we offer and harass others on the platform, we may require the account owner to verify ownership with a phone number or email address. This also helps us identify violators who are

Feedback

operating multiple accounts for abusive purposes and take action on such accounts. Note that when an account has been locked pending completion of a challenge (such as being required to provide a phone number), it is removed from follower counts, Retweets, and likes until it provides a phone number.

Permanent suspension: This is our most severe enforcement action. Permanently suspending an account will remove it from global view, and the violator will not be allowed to create new accounts. When we permanently suspend an account, we notify people that they have been suspended for abuse violations, and explain which policy or policies they have violated and which content was in violation.

Violators can appeal permanent suspensions if they believe we made an error. They can do this through the platform interface or by filing a report (<https://help.twitter.com/forms/general?subtopic=suspended>). Upon appeal, if we find that a suspension is valid, we respond to the appeal with information on the policy that the account has violated.

## Actions we may take against non-violating content

Placing a Tweet behind a notice: We may place some forms of sensitive media (<https://help.twitter.com/en/rules-and-policies/media-policy>) like adult content or graphic violence behind an interstitial advising viewers to be aware that they will see sensitive media if they click through. This allows us to identify potentially sensitive content that some people may not wish to see. Learn more about how to control whether you see sensitive media (<https://help.twitter.com/en/safety-and-security/sensitive-media#settings>).

Withholding a Tweet or account in a country: We may withhold access to certain content in a particular country if we receive a valid and properly scoped request from an authorized entity in that country. We also clearly indicate within the product when content has been withheld. Read more about country withheld content (<https://help.twitter.com/en/rules-and-policies/tweet-withheld-by-country>).

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